

EXHIBIT “B”

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re)	Chapter 11
)	
DELTA AIR LINES, INC., <u>et al.</u> ,)	Case No. 05-17923 (CGM)
)	
Reorganized Debtors. ¹)	Jointly Administered
_____)	

**DECLARATION OF M. MICHELE BURNS IN SUPPORT OF
RESPONSE TO REORGANIZED DEBTORS' OBJECTION TO CLAIM NOS.
6906, 6907, 6908, 6909, 6910, 6912, 6913, 6914, 6915, 6916, 6917, 6918, 6919, 6920, 6921,
6922, 6923, 6924, 6925 AND 8478**

I, M. Michele Burns, declare and state as follows:

1. I submit this declaration in support of the response to the objection of Delta Air Lines, Inc. ("Delta") and those of its subsidiaries that were debtors and debtors in possession to claim nos. 6906, 6907, 6908, 6909, 6910, 6912, 6913, 6914, 6915, 6916, 6917, 6918, 6919, 6920, 6921, 6922, 6923, 6924, 6925 and 8478 (the "Claims").

2. I served as Chief Financial Officer for Delta until May 1, 2004, at which time I was no longer an employee of Delta. On or about May 3, 2004, I entered into the

¹ The Reorganized Debtors are Delta Air Lines, Inc. and Comair, Inc.

Consulting Agreement with Delta, which was executed by Gerald Grinstein, as Chief Executive Officer of Delta, whereby I agreed to provide certain consulting services (at mutually agreeable times and locations and so long as such services did not interfere with my other business obligations) to Delta's Chief Executive Officer for a period of approximately five (5) years.

3. The purpose of entering into the Consulting Agreement was to ensure that Delta would have reasonable access to certain material and valuable information with respect to certain matters within my general area of expertise as developed during my employment with Delta, in the event that Delta required such information. Among other things, the Consulting Agreement contemplated that such services would include consultation on financial matters. Additionally, under the Consulting Agreement, I agreed not to solicit any employee of Delta, or its subsidiaries, at the director or officer level to accept employment at another company. The purpose of this arrangement was to ensure that a substantial number of valuable Delta employees would remain at Delta and would not follow me to new company immediately after my departure. In exchange for my entering into the Consulting Agreement, Delta agreed to provide me with certain lifetime flight benefits for me and my family (i.e., unlimited positive space travel on Delta's airline system for life).

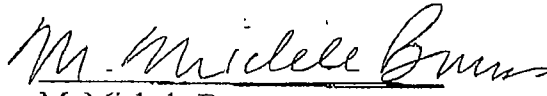
4. Immediately upon leaving Delta, I held material and valuable information with respect to certain matters within my general area of expertise as developed during my employment with Delta. Additionally, I did not solicit any employees of Delta and, in fact, established a screening process with Delta, under which any Delta employee who sought employment at my company would first be required to inform Delta of his or her intentions before I would even speak to such person about a new position. As a result of this screening process, Delta employees were discouraged from leaving Delta and Delta had an opportunity to

encourage any employee considering such a departure to stay with Delta, resulting in a benefit to Delta.

5. As of the date that Delta and its affiliated debtors and debtors in possession filed these chapter 11 cases, although I did have a recollection of certain events that occurred during my employment with Delta that could or could not have become relevant to Delta, such information likely was of little value to Delta by that time and my contact with any Delta employees who may have sought employment with me had become *de minimis*.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 6th day of November, 2009, in New York, New York.


M. Michele Burns